

City Clerk File No. Ord. 19-053

Agenda No. 3.1 1st Reading

Agenda No. 4.1 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-053

TITLE:

**AN ORDINANCE PROVIDING THE SECTION OF BALDWIN AVENUE  
FROM PAVONIA AVENUE SOUTH TO MAGNOLIA AVENUE WITH  
THE COMMEMORATIVE DESIGNATION "REV. J.V. PAGNOTTA  
WAY"**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, an application to have the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue commemoratively designated "Rev. J.V. Pagnotta Way" was filed with the City Clerk earlier this year; and

**WHEREAS**, Reverend James V. Pagnotta has been the Pastor of St. Joseph Parish on Baldwin Avenue since January 1978 and has served as the Chaplain of the Fire Division of the Jersey City Public Safety Department since October of 1976; and

**WHEREAS**, Reverend Pagnotta attended Seton Hall Prep and Seton Hall University where he received his Bachelor's Degree before enrolling in Immaculate Conception Seminary; and

**WHEREAS**, Reverend Pagnotta was ordained in May of 1969 and this year marks the 50<sup>th</sup> anniversary of his ordination into the priesthood; and

**WHEREAS**, the Municipal Council Street Name Subcommittee met on May 14, 2019 to evaluate the Pagnotta application; and

**WHEREAS**, the Municipal Council Street Name Subcommittee deemed that the application satisfied the standards and requirements set forth in Chapter 3-38.1 of the Municipal Code; and


**WHEREAS**, on May 14, 2019 the Municipal Council Street Name Subcommittee voted to recommend that the Municipal Council provide the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue with the commemorative designation "Rev. J.V. Pagnotta Way"; and

NOW, THEREFORE BE IT ORDAINED BY THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY THAT the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue shall be commemoratively designated "Rev. J.V. Pagnotta Way".

- I. All Ordinances and parts of Ordinances inconsistent herewith are hereby repealed.
- II. This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- III. This Ordinance shall take effect twenty (20) days after enactment.
- IV. The City Clerk and the Corporation Counsel be and hereby are authorized and directed to change any chapter numbers, article numbers and section numbers in the event the codification of this Ordinance reveals that there is conflict between those numbers and the existing code.

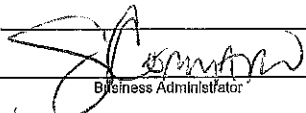
NOTE: All new material is underlined; words ~~struck through~~ are omitted.  
For purposes of advertising only, new matter is **boldface** and repealed by *italics*.

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:

APPROVED:

  
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET**

This summary sheet is to be attached to the front of any Ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the Ordinance.

**Full Title of Ordinance**

AN ORDINANCE PROVIDING THE SECTION OF BALDWIN AVENUE FROM PAVONIA AVENUE SOUTH TO MAGNOLIA AVENUE WITH THE COMMEMORATIVE DESIGNATION "REV. J.V. PAGNOTTA WAY"

**Initiator**

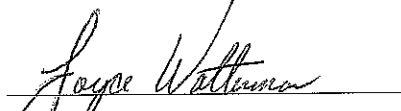
<b>Department/Division</b>	Office of the Municipal Council	Office of Councilperson-at-Large Watterman
<b>Name/Title</b>	Joyce Watterman	Councilperson-at-Large
<b>Phone/email</b>	201-547-5134	jwatterman@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

This Ordinance will commemoratively designate the section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue as "Rev. J.V. Pagnotta Way".

I certify that all the facts presented herein are accurate.



Joyce Watterman  
Councilperson-at-Large

May 15, 2019

Date

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-053  
TITLE: 3.1 MAY 22 2019 4.1

**JUN 12 2019**

An ordinance providing the Section of Baldwin Avenue from Pavonia Avenue south to Magnolia Avenue with the commemorative designation "Rev. J.V. Pagnotta Way".

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>MAY 22 2019 8-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ASSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>JUN 12 2019</b>											
Councilperson <u>Prinz-Arey</u> moved, seconded by Councilperson <u>Ridley</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

**JAMES V. PAGNOTTA**  
**ROBERT BYRNE**  
**YVONNE BALZER**

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____				& adopted							
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>JUN 12 2019 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **MAY 22 2019**  
Adopted on second and final reading after hearing on **JUN 12 2019**

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **JUN 12 2019**

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

**JUN 12 2019**

APPROVED:

Steven M. Fulop, Mayor

Date

**JUN 13 2019**

**JUN 13 2019**

Date to Mayor

City Clerk File No. Ord. 19-055

Agenda No. 3.3 1st Reading

Agenda No. 4.3 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE

offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-055

TITLE: AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) PROHIBITING THE RIGHT TURN AT THE RED SIGNAL WESTBOUND JEFFERSON AVENUE TO NORTHBOUND SUMMIT AVENUE, 8:00 A.M. TO 4:00 P.M., SCHOOL DAYS

THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:

1. Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations) Section 332-8 (Prohibited right turns on red signal) of the Jersey City Traffic Code is hereby supplemented as follows:

Section: 332-8 Prohibited right turns on red signal.

No person shall make a right turn when facing a steady red signal (stop indication) at any of the locations listed below.

Name of Street	Direction of Travel	Prohibited Right Turn on Red Signal On to	Hours and Days
<u>Jefferson Av</u>	<u>West</u>	<u>Summit Av</u>	<u>8:00 a.m. to 4:00 p.m.</u> <u>School Days</u>

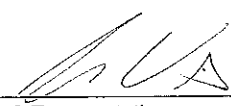
2. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

3. This ordinance shall be a part of the Jersey City Code as though codified and incorporated in the official copies of the Jersey City Code.

5. The City Clerk and Corporation Counsel be and they are hereby authorized and director to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All material to be inserted is new and underscored.

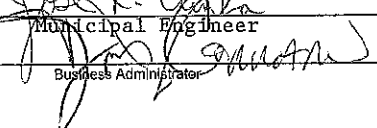
AV:pcl  
(05.01.19)

APPROVED:   
Director of Traffic & Transportation

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED:   
Municipal Engineer

APPROVED:   
Business Administrator

Certification Required ☐

Not Required ☐

**ORDINANCE FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance**

**AN ORDINANCE SUPPLEMENTING CHAPTER 332 (VEHICLES AND TRAFFIC) ARTICLE II (TRAFFIC REGULATIONS) SECTION 332-8 (PROHIBITED RIGHT TURNS ON RED SIGNAL) PROHIBITING THE RIGHT TURN AT THE RED SIGNAL WESTBOUND JEFFERSON AVENUE TO NORTHBOUND SUMMIT AVENUE, 8:00 A.M. TO 4:00 P.M., SCHOOL DAYS**

**Initiator**

Department/Division	Administration	Engineering, Traffic and Transportation
Name/Title	Andrew Vischio, P.E. at the request of Jim Nelson on behalf of the Patricia Noonan PS 26 Parents Council Core Group	Director of Traffic & Transportation
Phone/email	201.547.4419	AVischio@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


**Ordinance Purpose**

Prohibiting the “right turn at the red signal, 8:00 a.m. to 4:00 p.m., School Days” for vehicles west on Jefferson Avenue to north on Summit Avenue will improve the safety of the motorists and pedestrians in the proximity of Patricia Noonan PS 26 located at 164 Laidlaw Avenue.

I certify that all the facts presented herein are accurate.

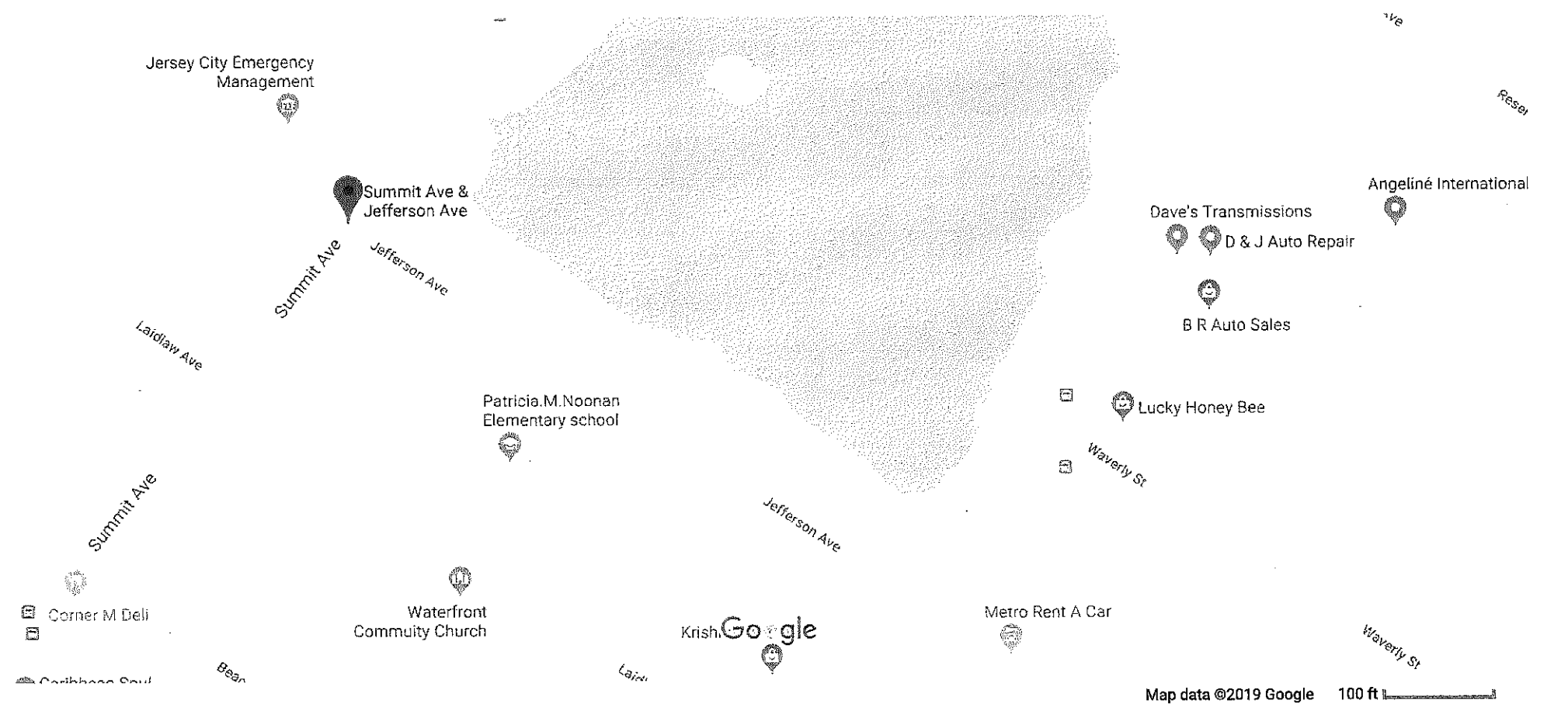
  
\_\_\_\_\_  
Director of Traffic & Transportation

5/2/19  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature of Department Director

5/5/19  
\_\_\_\_\_  
Date

Summit Ave & Jefferson Ave



# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-055  
TITLE: 3.3 MAY 22 2019 4.3

**JUN 12 2019**

An ordinance supplementing Chapter 332 (Vehicles and Traffic) Article II (Traffic Regulations)  
Section 332-8 (Prohibited Right Turns on Red Signal) prohibiting the right turn at the red signal  
westbound Jefferson Avenue to northbound Summit Avenue, 8:00 a.m. to 4:00 p.m., School Days

RECORD OF COUNCIL VOTE ON INTRODUCTION <b>MAY 22 2019 8-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING <b>JUN 12 2019 8-0</b>											
Councilperson <u>LAVARRO</u> moved, seconded by Councilperson <u>PRINZ-AREY</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	ABSENT		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson _____ moved to amend* Ordinance, seconded by Councilperson _____ & adopted _____											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE <b>JUN 12 2019 9-0</b>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on **MAY 22 2019**  
**JUN 12 2019**

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **JUN 12 2019**

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President  
**JUN 12 2019**

Date

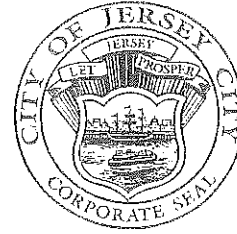
APPROVED:

Steven M. Fulop, Mayor  
**JUN 13 2019**

Date

Date to Mayor **JUN 13 2019**





## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-060

**TITLE: ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THIRTY SIX (36) PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY DOES ORDAIN:**

**WHEREAS**, the City needs thirty six (36) parking spaces for the Department of Public Safety personnel working at 1 Journal Square Plaza; and

**WHEREAS**, the Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$170.00 per space per month for a total monthly cost of \$6,120.00; and

**WHEREAS**, the City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) at \$170.00 per space; and

**WHEREAS**, the Harwood Corporation and the City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination; and

**WHEREAS**, the parking spaces rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. of the City Code; and

**WHEREAS**, the lease term shall be effective on June 1, 2019 and ending on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years; and

**WHEREAS**, funds will be made available in account #01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.


**NOW, THEREFORE BE IT ORDAINED** by the Municipal Council of the City of Jersey City that:

1. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Lease Agreement attached hereto with the Harwood Corporation for thirty six (36) unreserved parking spaces at 808 Pavonia Avenue, Jersey City.
2. The term of the lease shall take effect as of June 1, 2019 and shall end on May 31, 2021 subject to the City's option to renew the lease for an additional two (2) years.
3. The Harwood Corporation and the City of Jersey City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination.
4. The monthly rent for thirty six (36) unreserved parking spaces shall be \$170.00 per space for a total monthly amount of \$6,120.00.
5. The City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) spaces at \$170.00 per space.


6. The parking spaces rented by the City shall be exempt from the parking tax authorized pursuant to Section 304-1 et seq. Of the City Code.
7. Funds will be made available in Account No. 01-201-31-432-304 in the 2019 temporary, permanent and future Calendar Year budgets.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. This ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect in the manner as prescribed by law.
- D. The City Clerk and the Corporation Counsel be and they are hereby authorized and directed to change any chapter numbers, article numbers and section numbers in the event that the codification of this ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

**NOTE:** All new material is underlined; words in (brackets) are omitted. For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

I hereby certify that there are sufficient funds available in Municipal Rent Account # 01-201-31-432-304 for Requisition # 0188183 P.O. # 133257 \$22,300 EC.

  
Elizabeth Castillo,  
Acting Chief Financial Officer

APPROVED AS TO LEGAL FORM

  
Corporation Counsel

APPROVED: 

APPROVED: 

Business Administrator

Certification Required ☐

Not Required ☐

B.B.  
5-13-14

**ORDINANCE/RESOLUTION FACT SHEET – NON-CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

**ORDINANCE AUTHORIZING THE CITY OF JERSEY CITY TO EXECUTE A LEASE AGREEMENT WITH HARWOOD CORPORATION FOR THIRTY SIX (36) PARKING SPACES LOCATED AT 808 PAVONIA AVENUE.**

**Initiator**

<b>Department/Division</b>	<b>Administration</b>	<b>Real Estate</b>
<b>Name /Title</b>	<b>Ann Marie Miller</b>	<b>Real Estate Manager</b>
<b>Phone/E-Mail</b>	<b>(201) 547-5234</b>	

Note initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

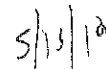
**Ordinance/Resolution Purpose**

The City needs 36 parking spaces for the Department of Public Safety personnel working at 1 Journal Square. The Harwood Corporation agrees to provide thirty six (36) unreserved parking spaces at its facility located at 808 Pavonia Avenue, Jersey City for \$170.00 per space per month for a total monthly cost \$6,120.00. The City shall have the option to increase or decrease the number of parking spaces as needed by as many as ten (10) at \$170.00 per space. Harwood & the City shall have the right to terminate the lease without cause by providing ninety (90) days' notice prior to the effective date of termination. Term shall be effective June 1, 2019 and ending May 31, 2021.

I certify that all the facts presented herein are accurate.



\_\_\_\_\_  
Signature of Department Director



\_\_\_\_\_  
Date

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 between **HARWOOD CORPORATION** located at 26 Journal Square Suite 804, Jersey City, New Jersey 07306 and the **CITY OF JERSEY CITY (City)**, having its principal place of business at City Hall, 280 Grove Street, Jersey City, New Jersey 07302.

**WHEREAS**, the City requires thirty six (36) parking spaces for employees working at the Department of Public Safety located at 1 Journal Square Plaza, Jersey City, New Jersey; and

**WHEREAS**, the Harwood Corporation agrees to lease the City thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

### **ARTICLE I** **Premises**

Harwood Corporation does hereby lease to the City and the City does hereby rent from Harwood Corporation the following described premises :A total of thirty six (36) parking spaces located at 808 Pavonia Avenue. During the lease term, the City shall have the right to increase or decrease the number of parking spaces that it leases by as many as ten (10) parking spaces.

### **ARTICLE II** **Term**

For a term of effective as of June 1, 2019 and ending May 31, 2021 unless otherwise extended for an additional two (2) years.

### **ARTICLE III** **Use**

Under the terms of this lease, the City shall have the right to use and occupy thirty six (36) parking spaces located at 808 Pavonia Avenue, Jersey City, New Jersey.

### **ARTICLE IV** **Payment of Rent**

The City covenants and agrees to pay the Harwood Corporation rent for and during the term hereof the sum of Six Thousand One Hundred Twenty Dollars (\$6,120.00) per month during the term of this Lease. The sum of Six Thousand One Hundred Twenty Dollars (\$6,120.00) represents the monthly rent due for thirty six (36) parking spaces at One Hundred Seventy Dollars (\$170.00) per parking space per month. If the City increases or decreases the number of parking spaces, it will be by the amount of \$170.00 per space. The parking spaces

rented by the City will be exempt from the City's tax on parking lot spaces pursuant to section 304-1 et seq. Of the City Code.

**ARTICLE V**  
**Assignment Sub- Lease**

The City shall not, without the prior written consent of Harwood Corporation, assign mortgagor hypothecate this Lease, or sublet or sublease the premises or any part hereof.

**ARTICLE VI**  
**Termination**

The City and Harwood shall have the right at its convenience to terminate the lease at any time during its term by giving ninety (90) days' notice prior to the date of termination.

**ARTICLE VII**  
**Validity of Lease**

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity or any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

**ARTICLE VIII**  
**Notices**

All notices required under the terms of this Lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand delivery to the address of the parties as shown at the head of this Lease, or to such other address as may be designated in writing notice of change of address shall be given in the same manner.

**ARTICLE IX**  
**Entire Contract**

This Lease contains the entire contract between the parties. No representative, agent or employee of Harwood Corporation has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by Harwood Corporation and the City.

**ARTICLE X**

This Lease may not be filed by the City without the prior written consent of the Harwood Corporation.

Harwood Corporation may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

In all references herein to any parties, persons, entities or corporation the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereunto affixed, the day and year first above written.

**ATTEST:**

**CITY OF JERSEY CITY**

\_\_\_\_\_  
**ROBERT BYRNE**  
City Clerk

\_\_\_\_\_  
**BRIAN PLATT**  
Business Administrator

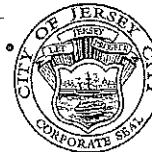
**WITNESS:**

**HARWOOD CORPORATION**

**BY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-060

TITLE: 3.8 MAY 22 2019 4.6 JUN 12 2019

An ordinance authorizing the City of Jersey City to execute a lease agreement with Harwood Corporation for the leasing of thirty six 36 parking spaces located at 808 Pavonia Avenue

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 22 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 12 2019 9-0											
Councilperson Robinson moved, seconded by Councilperson Rivera to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

PEI SICARDI  
JEANNE DALY  
JASON BURG  
YVONNE BALZER  
DAN SICARDO

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 12 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 22 2019  
Adopted on second and final reading after hearing on JUN 12 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 12 2019

Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date JUN 12 2019

APPROVED:

Steven M. Fulop, Mayor

Date JUN 13 2019

Date to Mayor JUN 13 2019

City Clerk File No. Ord. 19-061

Agenda No. 3.9 1st Reading

Agenda No. 4.7 2nd Reading & Final Passage



## ORDINANCE OF JERSEY CITY, N.J.

COUNCIL AS A WHOLE  
offered and moved adoption of the following ordinance:

CITY ORDINANCE 19-061

TITLE:

**ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW CINGULAR WIRELESS PCS, LLC TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND STREET LIGHT FIXTURES AND IF NECESSARY TO INSTALL NEW OR REPLACEMENT STREET LIGHT FIXTURES AND UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES**

**WHEREAS**, New Cingular Wireless PCS, LLC, a subsidiary of AT&T, Inc., ("AT&T"), 575 Morosgo Drive, Atlanta, GA 30324, is a telecommunications carrier authorized to provide services by the Federal Communications Commission; and

**WHEREAS**, AT&T has requested that the City of Jersey City ("City") grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and lines and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

**WHEREAS**, AT&T will execute a twenty (20) year Use Agreement and will pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering review of AT&T's Project; and

**WHEREAS**, AT&T agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review; and

**WHEREAS**, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

**WHEREAS**, it is deemed to be in the best interests of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to AT&T to occupy said public rights-of-way within the City for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon AT&T's continued compliance with all existing and future ordinances of the City and its entering into this Use Agreement with the City; and

**WHEREAS**, AT&T agrees to indemnify, defend and hold the City harmless as to all claims and liability resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of its telecommunications facilities within certain public rights-of-way as set forth in the Use Agreement, and provide liability insurance coverage for personal injury and property damage.



**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF JERSEY CITY THAT:**

1. Non-exclusive consent is hereby granted to AT&T to use certain public rights-of-way within the City for the purpose of installation, operation, repair, and maintenance of a telecommunications system for a period of twenty (20) years, subject to the mutual covenants and obligations as set forth in the Rights-of-Way Use Agreement attached hereto;
  2. The within granted permission is conditioned upon AT&T's executing the Rights-of-Way Use Agreement attached hereto and providing liability and property damage insurance;
  3. AT&T shall pay to the City \$750.00 per installation of each new utility pole or street light to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to AT&T's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, AT&T will pay the City's reasonable administrative expenses that the City incurs.
  4. The Mayor or Business Administrator is authorized to execute the attached Rights-of-Way Use Agreement.
- A. All ordinances and parts of ordinances inconsistent herewith are hereby repealed.
- B. The City Clerk shall have this ordinance codified and incorporated in the official copies of the Jersey City Code.
- C. This ordinance shall take effect at the time and in the manner as provided by law.
- D. The City Clerk and the Corporation Counsel may change any chapter numbers, article numbers and section numbers if codification of this ordinance reveals a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repealers of existing provisions.

Note: New matter is underlined.

For purposes of advertising only, new matter is indicated by **boldface** and repealed matter by *italic*.

RR  
5-9-19

JMcK  
5/14/19

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: 

APPROVED: \_\_\_\_\_

Business Administrator

Certification Required ☐  
Not Required ☐

**RESOLUTION FACT SHEET - CONTRACT AWARD**

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

**Full Title of Ordinance/Resolution**

ORDINANCE AUTHORIZING THE EXECUTION OF A RIGHTS-OF-WAY USE AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND NEW CINGULAR WIRELESS PCS, LLC TO PERMIT THE INSTALLATION OF ANTENNAS AND RELATED COMMUNICATIONS EQUIPMENT ON EXISTING UTILITY POLES AND STREET LIGHT FIXTURES AND IF NECESSARY TO INSTALL NEW OR REPLACEMENT STREET LIGHT FIXTURES AND UTILITY POLES WITHIN CERTAIN PUBLIC RIGHTS-OF-WAY FOR PURPOSES OF PROVIDING TELECOMMUNICATION SERVICES

**Project Manager**

Department/Division	Administration	Engineering
Name/Title	Joe Cunha	Municipal Engineer
Phone/email	547-6986	JCunha@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Contract Purpose**

New Cingular Wireless PCS, LLC ("AT&T"), a subsidiary of AT&T, Inc., is a telecommunications carrier authorized to provide services by the Federal Communications Commission. AT&T has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and lines and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project). AT&T will execute a 20 year Use Agreement and will pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering review of AT&T's Project.

**Cost (Identify all sources and amounts)**

Not Applicable

**Contract term (include all proposed renewals)**


Twenty years

**Type of award**

Not Applicable

**If "Other Exception", enter type****Additional Information**

I certify that all the facts presented herein are accurate.

  
Signature of Department Director

5/13/19  
Date

## **RIGHTS-OF-WAY USE AGREEMENT**

THIS RIGHTS-OF-WAY USE AGREEMENT ("Use Agreement") is dated the \_\_\_\_ day of \_\_\_\_\_, 2019 (The "Effective Date"), and entered into by and between the City of Jersey City ("City"), a New Jersey Municipal Corporation, having its address at 280 Grove Street, Jersey City, New Jersey 07302, and New Cingular Wireless PCS, LLC ("AT&T") a limited liability company formed under the laws of the State of Delaware and a subsidiary of AT&T, Inc., with offices located at 575 Morosgo Drive, Atlanta, GA 30324.

### **RECITALS**

**WHEREAS**, AT&T is a telecommunications carrier authorized to provide services by the Federal Communications Commission ("FCC"); and

**WHEREAS**, AT&T has requested that the City grant it permission to construct, install, operate, and maintain antennas and related telecommunications equipment on existing utility poles and street lights located in the public rights-of-way and, if and where necessary, to install new or replacement street light fixtures and utility poles to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system (Project); and

**WHEREAS**, AT&T agrees to execute this twenty (20) year Use Agreement as set forth in Section 8 of this Use Agreement; and

**WHEREAS**, AT&T agrees to pay the City \$750.00 per each new pole installation to cover administrative expenses incurred by the City for engineering and legal review of the AT&T Project as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, AT&T agrees to pay the City's reasonable additional administrative expenses incurred by the City if the Project requires additional engineering and legal review as set forth in Section 7 of this Use Agreement; and

**WHEREAS**, N.J.S.A. 48:17-10 and N.J.S.A. 40:67-1 authorize the City to grant municipal consent for the installation of public utility lines in its rights-of-way; and

**WHEREAS**, it is deemed to be in the best interests of the City and its citizenry, including the commercial and industrial citizens, for the City to grant municipal consent to AT&T to occupy said public rights-of-way within the City for this purpose; and

**WHEREAS**, the granting of such consent is and shall be conditioned upon AT&T's continued compliance with all existing and future ordinances of the City and the FCC in entering into this Use Agreement with the City; and

**WHEREAS**, AT&T agrees to indemnify, defend and hold the City harmless as to all claims and liability to the extent resulting from any injury or damage which may arise from the construction, installation, operation, repair, maintenance, disconnect, replacement and removal of

its telecommunications facilities within certain public rights-of-way as set forth in Section 9 of this Use Agreement, and provide liability insurance coverage for personal injury and property damage as set forth in Section 11 of this Use Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations hereinafter set forth, the City and AT&T hereby agree to and with each other as follows:

**Section 1: Definitions**

- a. "AT&T" is the grantee of rights under this Use Agreement and is known as New Cingular Wireless PCS, LLC, its successors and assigns.
- b. "City" is the grantor of rights under this Use Agreement and is known as the City of Jersey City, County of Hudson, State of New Jersey.
- c. "FCC" is the Federal Communications Commission.
- d. "Public Utility" means any public utility defined in N.J.S.A. 48:2-13.
- e. "Rights-of-Way" means the areas devoted to passing under, over on or through lands with public utility facilities.
- f. "Underground Conduit" means, in addition to its commonly accepted meaning, any wires or cable placed therein and any replacement thereof which are similar in constructions and use.
- g. "Utility Poles" means poles with associated anchors and supports, if any, owned by AT&T and poles owned by others upon which AT&T has the right to attach telecommunications facilities.
- h. "Street Light Fixture" means any pole or similar structure and the associated anchors and supports used to support a lighting fixture located in the right-of-way.
- i. "Effective Date" means the date this Agreement is executed by City officials.
- j. "Facilities" means Underground Conduit, Utility Poles, Wiring, Cabinets, Footings and Street Light Fixtures.

**Section 2: Grant of Consent.**

The City hereby grants AT&T its municipal consent for the non-exclusive use of the public rights-of-way within the City for the purpose of owning, constructing, installing, operating and maintaining telecommunications facilities, subject to the mutual covenants and obligations as set forth in this Use Agreement.

### **Section 3: Public Purpose.**

It is deemed to be in the best interests of the City and its citizenry for the City to grant consent to AT&T to occupy said public rights-of-way within the City for this purpose.

### **Section 4: Project Description and Notice to and Approval of City**

(a) AT&T will be installing antennas and related telecommunications equipment on existing utility poles and street light fixtures, as well as new and/or replacement utility poles and new and/or replacement street light fixtures to accommodate such antennas and telecommunications equipment, if and where necessary. Any construction to be undertaken for the purposes described herein shall require complete compliance with the associated Right of Way opening and traffic permitting processes, as promulgated by prevailing City ordinances, and notice of commencement of construction by AT&T to the City. AT&T shall fully describe the construction to be undertaken in plans and specifications submitted to the City, and shall obtain approval from, coordinate and work with the appropriate Municipal Department(s) before scheduling and commencing any construction. For all associated installations, especially for the construction of new Facilities, AT&T shall obtain the approval of the Municipal Engineer and the Director of the Division of City Planning, not to be unreasonably withheld, conditioned, or delayed.

(b) This Use Agreement shall permit the installation of the wireless facilities listed in the attached Exhibit A to this Use Agreement. At such time as AT&T desires to install additional new utility poles, additional installations on existing utility poles and/or additional street light poles City and AT&T shall negotiate with the City for an amendment to this Use Agreement.

(c) Roadway restoration requirements, including but not limited to milling and paving as determined by the Municipal Engineer, shall apply pursuant to Ordinance 15.003.

### **Section 5: Scope of Use Agreement.**

Any and all rights expressly granted to AT&T under this Use Agreement, which shall be exercised at AT&T's sole cost and expense, shall be subject to the prior and continuing right of the City under applicable laws to use any and all parts of the municipal rights-of-way exclusively or concurrently with any other person or persons on a non-discriminatory basis, and shall be further subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect such municipal rights-of-way. Nothing in this Use Agreement shall be deemed to grant, convey, create or vest in AT&T a real property interest in land, including any fee, leasehold interest, easement or any other form of interest or ownership.

Subject to obtaining the permission of the owner(s) of Street Light Fixtures, Utility Poles and Underground Conduit, which shall be the sole responsibility of AT&T to undertake and obtain, and subject to notice and approval of the City as described in section 4 herein, the City hereby authorizes and permits AT&T to enter upon the municipal rights-of-way and to attach, install, operate, maintain, remove, reattach, reinstall, relocate, retrofit and replace its telecommunications facilities, in or on Street Light Fixtures, Utility Poles or Underground Conduit owned by public

utility companies or to be constructed by AT&T located within the municipal rights-of-way, and as may be permitted by the public utility company or property owner, as the case may be.

#### **Section 6: Compliance with Ordinances**

AT&T shall comply with all existing ordinances of the City as may be amended from time to time and with all future ordinances as may be enacted. In the event that any legislative, regulatory, judicial, or other action affects the rights or obligations of the parties, or establishes rates, terms or conditions for the grants of permission to construct, install, operate, and maintain antennas and related telecommunications equipment in metal street light fixtures in the public rights-of-way and to replace existing metal street lights fixtures to accommodate such antennas and equipment within the public rights-of-way for the purpose of installing, operating, repairing, and maintaining a telecommunications system, that differ, in any material respect from the terms of this Use Agreement ("New Law"), then either Party may, upon thirty (30) days written notice, require that the terms of this Use Agreement be renegotiated to conform to the New Law. Such conformed terms shall then apply on a going forward basis for all existing and new small cell installations, unless the New Law requires retroactive application, in which case such new terms shall apply retroactively, as required by the New Law. In the event that the parties are unable to agree upon new terms within 90 days after notice, then the rates contained in the New Law shall apply from the 90<sup>th</sup> day forward until the negotiations are completed, or a party obtains a ruling regarding the appropriate conforming terms from a commission or court of competent jurisdiction.

#### **Section 7: Municipal Costs and Bond Requirements**

(a) AT&T agrees to pay to the City \$750.00 per installation of each new utility pole or new street light pole to cover the reasonable costs incurred by the City for engineering and/or legal review, analysis and preparation of documents related to AT&T's request for municipal consent to its Project. If the Project requires additional engineering and/or legal review, AT&T agrees to pay the City's reasonable administrative expenses that the City incurs.

(b) Each new utility pole installation and street light with wireless facilities mounted thereon, plus any associated cuts in the roadway or sidewalk or any other part of the public right-of-way, will be permitted on an individual basis, in accordance with the City's right-of-way opening permit procedures set forth in Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code. The total computed area of the disturbance, including the ground area disturbed and/or occupied by the new pole shall govern in determining the proper permit fees to be assessed.

(c) Any other cuts in the roadway or sidewalk or any other part of the public right-of-way, including but not limited to those associated with wireless facilities installed onto existing utility poles, will be permitted on an individual basis in accordance with the City's right-of-way opening permit procedures set forth in Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code.

(d) A construction, performance and completion bond in the amount of \$1,000.00 for each new utility pole or new street light pole shall be obtained for the purpose of guaranteeing the installation and removal of all wireless facilities and associated utility poles in compliance with

the ordinances of the City and this Agreement. AT&T shall be responsible for the maintenance and repair of its Facilities, the removal of its Facilities when they are no longer needed to provide telecommunications services, and the restoration of the public right-of-way to the condition that existed prior to the installation of the Facilities (the "Work"). AT&T shall provide a performance bond to secure the performance of the Work. The bond obtained by AT&T shall be subject to approval by the City's Risk Manager.

(e) Any other reasonable, actually incurred fees assessed outside of this section for the initial review, approval and processing of each application for new wireless facilities within the City's public right-of-way shall be considered separate and additional to any fees associated with the typical permitting process detailed in this section in accordance with Chapter 296, Streets and Sidewalks, Article VII, Excavations of the Municipal Code, the escrow deposit required by this section, and all other costs associated with the proper restoration of public roadway and/or sidewalk pavement in accordance with the City's ordinances and as determined appropriate by the Municipal Engineer.

#### **Section 8: Duration of Consent and Termination of Agreement**

The non-exclusive municipal consent granted herein shall expire forty (20) years from the Effective Date of this Use Agreement. Upon expiration of such consent, or at such earlier date that AT&T ceases to maintain its facilities, it shall remove the facilities at its cost and expense.

The City may terminate this Use Agreement, or require modification hereof, upon notice and opportunity of AT&T to be heard, where it is shown that the scope of use hereunder is compromising the health, safety and welfare of the citizenry.

#### **Section 9: Indemnification**

AT&T, its successors, assigns, sub-contractors, agents, servants, officers, employees, designees, guests and invitees, hereby indemnify, defend and hold harmless the City, its successors and assigns, elected officials, officers, employees, servants, contractors, designees and invitees from and against any and all claims, demands, suits, actions at law or equity or otherwise, judgments, arbitration determinations, damages, liabilities, decrees of any person(s) or entities claiming to be or being harmed as a result of AT&T's actions under this Use Agreement and costs in connection therewith. This indemnification shall specifically include, but not be limited to, any and all costs, reasonable attorneys' fees, court costs and any other expenses that may be incurred by the City in connection with any and all claims, demands, suits, actions at law or equity or otherwise and/or arbitration proceedings which may arise in connection with AT&T's activities pursuant to the rights granted in this Use Agreement.

Other than in connection with the foregoing third-party claims indemnification, neither the City nor AT&T shall be liable to the other for consequential, incidental, exemplary or punitive damages on account of any activity pursuant to the consents granted hereby.

## **Section 10: Notices**

All notices or other correspondence required or permitted to be given in connection with this Use Agreement shall be in writing and delivered by telecopy, by overnight carrier service or by registered or certified mail to the parties at the following addresses:

To AT&T at:

New Cingular Wireless PCS, LLC  
ATTN: Network Real Estate Administration  
RE: Cell Site Name: Jersey City ROW MAA (NJ)  
Fixed Asset No.: 10547801  
575 Morosgo Drive  
Atlanta, GA 30324

With Copy To:

New Cingular Wireless PCS, LLC  
Attn.: AT&T Legal Department  
RE: Cell Site Name: Jersey City ROW MAA (NJ)  
Fixed Asset No.: 10547801  
208 S. Akard Street  
Dallas, Texas 75202-4206

To Jersey City:

Municipal Engineer  
City of Jersey City  
13-15 East Linden Ave  
Jersey City, New Jersey 07305

With a copy to:

Corporation Counsel  
Jersey City Law Department  
City Hall  
280 Grove Street  
Jersey City, New Jersey 07302

## **Section 11: Liability Insurance**

AT&T shall at all times maintain commercial general liability insurance with a single amount of One Million dollars (\$1,000,000.00) per occurrence and in the aggregate covering liability for death, personal injury, property damage or other liability arising out of the construction and operation contemplated herein, and an excess liability (or "umbrella") insurance in the amount of Five Million Dollars (\$5,000,000.00). AT&T may use any combination of primary and excess to meet required total limits. AT&T shall also show evidence of Auto Liability coverage in the amount of One Million Dollars (\$1,000,000) combined single limit and Worker's Compensation coverage with New Jersey statutory limits and Employer's Liability of \$500,000 / \$500,000 / \$500,000.

Prior to the commencement of any work pursuant to this Use Agreement, AT&T shall file Certificates of Insurance with the City with endorsements evidencing the required coverage.



Notwithstanding the forgoing, AT&T may, in its sole discretion, self-insure any of the required insurance under the same terms as required by this Agreement. In the event AT&T elects to self-insure its obligation under this Agreement to include Owner as an additional insured, the following conditions apply: (i) City shall promptly and no later than fifteen (15) days after notice thereof provide AT&T with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide AT&T with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) City shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of AT&T; and (iii) City shall fully cooperate with AT&T in the defense of the claim, demand, lawsuit, or the like.

**Section 12: Successors and Assigns.**

The terms and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

**Section 13: Governing Law.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New Jersey.

**Section 14: Incorporation of Prior Agreements.**

This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof, and no prior other written or oral agreement or undertaking pertaining to any such matter shall be effective for any purpose.

**Section 15: Modification of Agreement.**

This Agreement may not be amended or modified, except as provide for in Section 4(b), nor may any obligation hereunder be waived orally, and no such amendment, modification or waiver shall be effective for any purpose unless it is in writing and signed by the party against whom enforcement thereof is sought.

**Section 16: Invalidity.**

If any provision hereof shall be declared invalid by any court or in any administrative proceedings, then the provisions of this Agreement shall be construed in such manner so as to preserve the validity hereof and the substance of the transaction herein contemplated to the extent possible. The headings are provided for purposes of convenience of reference only and are not intended to limit, define the scope of or aid in interpretation of any of the provisions hereof.

**Section 17: Counterparts.**

This Agreement may be executed and delivered in several counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes.

IN WITNESS WHEREOF, this Use Agreement has been executed as of the date set forth above.

New Cingular Wireless PCS, LLC,

By: AT&T Mobility Corporation

Its: Manager

Witness

By: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

City of Jersey City

Witness

\_\_\_\_\_  
Brian Platt  
Business Administrator

\_\_\_\_\_  
Robert Byrne  
Municipal Clerk

RR  
5-9-19

**Exhibit A**  
**List of Facilities**

Site Name	City	Street Address	Candidate Latitude	Candidate Longitude	TYPE
CRAN_RNYJ_JRY02_001	Jersey City	2 Colony Road	40.677549	-74.084855	NEW POLE
CRAN_RNYJ_JRY02_002	Jersey City	201 Port Jersey Boulevard	40.677733	-74.090711	NEW POLE
CRAN_RNYJ_JRY02_003	Jersey City	200 Industrial Drive	40.680568	-74.088729	NEW POLE
CRAN_RNYJ_JRY02_004	Jersey City	One Independence Way	40.688313	-74.075007	NEW POLE
CRAN_RNYJ_JRY02_005	Jersey City	119 Merritt Street	40.6897966	-74.09984	NEW POLE
CRAN_RNYJ_JRY02_006	Jersey City	174 Garfield Avenue	40.690725	-74.093774	EXISTING POLE
CRAN_RNYJ_JRY02_007	Jersey City	111 Gates Avenue	40.691214	-74.096707	EXISTING POLE
CRAN_RNYJ_JRY02_008	Jersey City	One Chapel Avenue	40.693172	-74.081757	NEW POLE
CRAN_RNYJ_JRY02_009	Jersey City	130 Old Bergen Road	40.693912	-74.095383	NEW POLE
CRAN_RNYJ_JRY02_010	Jersey City	1612 John F. Kennedy Boulevard	40.696363	-74.098154	NEW POLE
CRAN_RNYJ_JRY02_011	Jersey City	20 Theodore Conrad Drive	40.697891	-74.058777	NEW POLE
CRAN_RNYJ_JRY02_012	Jersey City	1684 John F. Kennedy Boulevard	40.698527	-74.096024	NEW POLE
CRAN_RNYJ_JRY02_013	Jersey City	81 Country Village Road	40.698536	-74.104352	NEW POLE
CRAN_RNYJ_JRY02_014	Jersey City	165-197 Thomas McGovern Drive a/k/a James A Hamil Drive	40.69983	-74.05603	NEW POLE
CRAN_RNYJ_JRY02_015	Jersey City	564 Garfield Avenue	40.70022	-74.079796	EXISTING POLE
CRAN_RNYJ_JRY02_016	Jersey City	403 Ocean Avenue	40.700581	-74.08366	NEW POLE
CRAN_RNYJ_JRY02_017	Jersey City	40 Long Street	40.70045	-74.09129	NEW POLE
CRAN_RNYJ_JRY02_018	Jersey City	36 Pinecrest Avenue	40.701399	-74.102194	NEW POLE
CRAN_RNYJ_JRY02_019	Jersey City	200 Theodore Conrad Dr	40.701292	-74.065485	NEW POLE
CRAN_RNYJ_JRY02_020	Jersey City	111 Thomas McGovern Dr	40.701478	-74.059721	NEW POLE
CRAN_RNYJ_JRY02_021	Jersey City	163 Martin Luther King Blvd	40.705603	-74.085497	NEW POLE
CRAN_RNYJ_JRY02_022	Jersey City	86 Sterling Ave	40.705601	-74.094027	NEW POLE
CRAN_RNYJ_JRY02_023	Jersey City	222 Jersey City	40.706506	-74.056993	NEW POLE
CRAN_RNYJ_JRY02_024	Jersey City	184 Bayview Avenue	40.707226	-74.083106	NEW POLE
CRAN_RNYJ_JRY02_025	Jersey City	2015 John F Kennedy Blvd	40.708133	-74.087259	EXISTING POLE
CRAN_RNYJ_JRY02_026	Jersey City	659 Ocean Avenue	40.708829	-74.077066	NEW POLE
CRAN_RNYJ_JRY02_028	Jersey City	300 Martin Luther King Jr Dr	40.709176	-74.080847	NEW POLE
CRAN_RNYJ_JRY02_029	Jersey City	176 West Side Avenue	40.709771	-74.094558	NEW POLE
CRAN_RNYJ_JRY02_030	Jersey City	151 Warren St	40.712573	-74.040037	NEW POLE
CRAN_RNYJ_JRY02_031	Jersey City	One Greene Street	40.712826	-74.036411	NEW POLE
CRAN_RNYJ_JRY02_032	Jersey City	100 Marin Blvd	40.71337	-74.041623	EXISTING POLE
CRAN_RNYJ_JRY02_033	Jersey City	128 Maple St	40.713821	-74.060825	NEW POLE
CRAN_RNYJ_JRY02_034	Jersey City	199 Washington St	40.713927	-74.038133	NEW POLE

CRAN_RNYJ_JRY02_035	Jersey City	221 Warren St	40.714812	-74.039615	NEW POLE
CRAN_RNYJ_JRY02_036	Jersey City	225 Grand St	40.715194	-74.042979	NEW POLE
CRAN_RNYJ_JRY02_038	Jersey City	160 Grand St	40.715816	-74.041061	EXISTING POLE
CRAN_RNYJ_JRY02_040	Jersey City	36 Water St	40.71594	-74.095244	NEW POLE
CRAN_RNYJ_JRY02_042	Jersey City	254 Grove St	40.716854	-74.044318	EXISTING POLE
CRAN_RNYJ_JRY02_044	Jersey City	40 Crescent Ave	40.716946	-74.070788	NEW POLE
CRAN_RNYJ_JRY02_046	Jersey City	345 Marin Blvd	40.72052	-74.041233	EXISTING POLE
CRAN_RNYJ_JRY02_047	Jersey City	319 Grove St	40.719485	-74.043227	NEW POLE
CRAN_RNYJ_JRY02_048	Jersey City	552 Bergen Ave	40.719657	-74.074119	NEW POLE
CRAN_RNYJ_JRY02_049	Jersey City	501 JERSEY AVE	40.719978	-74.047222	EXISTING POLE
CRAN_RNYJ_JRY02_050	Jersey City	1 Jewitt Avenue	40.719965	-74.067074	NEW POLE
CRAN_RNYJ_JRY02_052	Jersey City	525 MONTGOMERY STREET	40.720898	-74.06036	NEW POLE
CRAN_RNYJ_JRY02_053	Jersey City	206 COLUMBUS DRIVE	40.721258	-74.048031	NEW POLE
CRAN_RNYJ_JRY02_054	Jersey City	351 MARIN BLVD	40.721367	-74.041089	NEW POLE
CRAN_RNYJ_JRY02_055	Jersey City	854 Communipaw Ave	40.721809	-74.083384	EXISTING POLE
CRAN_RNYJ_JRY02_056	Jersey City	110 Second Street	40.722004	-74.037504	NEW POLE
CRAN_RNYJ_JRY02_057	Jersey City	548 Jersey Avenue	40.721977	-74.045799	NEW POLE
CRAN_RNYJ_JRY02_058	Jersey City	200 Summit Ave	40.722044	-74.065823	NEW POLE
CRAN_RNYJ_JRY02_059	Jersey City	220 Belmont Ave	40.722187	-74.075446	NEW POLE
CRAN_RNYJ_JRY02_060	Jersey City	373 MONMOUTH STREET	40.722123	-74.049484	EXISTING POLE
CRAN_RNYJ_JRY02_061	Jersey City	257 2ND STREET	40.722494	-74.044349	NEW POLE
CRAN_RNYJ_JRY02_062	Jersey City	17 Marcy Ave	40.72284	-74.089872	EXISTING POLE
CRAN_RNYJ_JRY02_063	Jersey City	407 1ST STREET	40.722889	-74.052552	EXISTING POLE
CRAN_RNYJ_JRY02_064	Jersey City	618 Montgomery Street	40.723527	-74.063145	NEW POLE
CRAN_RNYJ_JRY02_065	Jersey City	134 Brunswick street	40.723709	-74.050714	NEW POLE
CRAN_RNYJ_JRY02_066	Jersey City	665 Montgomery street	40.724035	-74.065321	NEW POLE
CRAN_RNYJ_JRY02_068	Jersey City	21 Gray Street	40.725044	-74.062396	NEW POLE
CRAN_RNYJ_JRY02_069	Jersey City	1135 Marin boulevard	40.725291	-74.040508	NEW POLE
CRAN_RNYJ_JRY02_070	Jersey City	86 Duncan avenue	40.72542	-74.073606	EXISTING POLE
CRAN_RNYJ_JRY02_071	Jersey City	732 Bergen Avenue	40.724747	-74.068618	NEW POLE
CRAN_RNYJ_JRY02_072	Jersey City	6 Elizabeth Street	40.726896	-74.057497	NEW POLE
CRAN_RNYJ_JRY02_073	Jersey City	2671 John F. Kennedy Blvd	40.727612	-74.070881	NEW POLE
CRAN_RNYJ_JRY02_074	Jersey City	155 Erie street	40.727467	-74.043495	EXISTING POLE
CRAN_RNYJ_JRY02_076	Jersey City	290 Duncan avenue	40.729072	-74.081734	NEW POLE

CRAN_RNYJ_JRY02_078	Jersey City	515 Newark Avenue	40.730194	-74.055704	NEW POLE
CRAN_RNYJ_JRY02_079	Jersey City	51 Stuyvessant avenue	40.729766	-74.070931	EXISTING POLE
CRAN_RNYJ_JRY02_080	Jersey City	284 Coles street	40.733267	-74.04583	EXISTING POLE
CRAN_RNYJ_JRY02_081	Jersey City	46 Logan Ave	40.733688	-74.074224	NEW POLE
CRAN_RNYJ_JRY02_083	Jersey City	406 Sip Ave	40.734579	-74.080873	EXISTING POLE
CRAN_RNYJ_JRY02_084	Jersey City	201 Tonnelle Avenue	40.737092	-74.065963	NEW POLE
CRAN_RNYJ_JRY02_086	Jersey City	58 Ravine Avenue (Pole located on Ferry St)	40.740985	-74.049806	NEW POLE
CRAN_RNYJ_JRY02_087	Jersey City	368 Palisade Avenue	40.741352	-74.045916	NEW POLE
CRAN_RNYJ_JRY02_088	Jersey City	218 Central Ave	40.742059	-74.051885	NEW POLE
CRAN_RNYJ_JRY02_089	Jersey City	96 Franklin Street	40.742627	-74.049274	NEW POLE
CRAN_RNYJ_JRY02_090	Jersey City	141 Webster Avenue	40.743266	-74.046884	NEW POLE
CRAN_RNYJ_JRY02_091	Jersey City	91 Lake Street	40.743251	-74.059075	NEW POLE
CRAN_RNYJ_JRY02_092	Jersey City	Palisade Ave Riverview Park	40.744177	-74.044099	NEW POLE
CRAN_RNYJ_JRY02_093	Jersey City	80 Griffith St	40.744604	-74.046105	NEW POLE
CRAN_RNYJ_JRY02_094	Jersey City	132 Carlton Ave	40.744718	-74.06031	NEW POLE
CRAN_RNYJ_JRY02_095	Jersey City	Leanord Gordon Park	40.745493	-74.057885	EXISTING POLE
CRAN_RNYJ_JRY02_096	Jersey City	287 New York Ave	40.745993	-74.044117	NEW POLE
CRAN_RNYJ_JRY02_097	Jersey City	341 Central Avenue	40.746647	-74.049091	NEW POLE
CRAN_RNYJ_JRY02_098	Jersey City	3379 JFK Blvd	40.747875	-74.056313	NEW POLE
CRAN_RNYJ_JRY02_099 A	Jersey City	2 Congress Street	40.74857	-74.039764	NEW POLE
CRAN_RNYJ_JRY02_100	Jersey City	49 Bleecker Street	40.750602	-74.049185	NEW POLE
CRAN_RNYJ_JRY02_101	Jersey City	51 Irving Street	40.753677	-74.047064	EXISTING POLE
CRAN_RNYJ_JRY02_102	Jersey City	93 Nelson Ave	40.755209	-74.051199	EXISTING POLE
CRAN_RNYJ_JRY02_103	Jersey City	294 Columbia Avenue	40.7578	-74.050476	NEW POLE
CRAN_RNYJ_JRY02_104	Jersey City	187 Nelson Avenue	40.758348	-74.049047	NEW POLE
CRAN_RNYJ_JRY02_037 - B	Jersey City	239 Barrow Street	40.716795	-74.047125	NEW POLE
CRAN_RNYJ_JRY02_045 - C	Jersey City	5 Wayne Street	40.718433	-74.042309	NEW POLE
CRAN_RNYJ_JRY02_075	Jersey City	258 9th St	40.728506	-74.044896	NEW POLE
CRAN_RNYJ_JRY02_082	Jersey City	142 Palisade Avenue	40.734353	-74.0504	NEW POLE
CRAN_RNYJ_JRY02_085	Jersey City	326 Palisade Avenue	40.739465	-74.047118	NEW POLE

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-061

TITLE: 3.9 MAY 22 2019 4.7 **JUN 1 2 2019**

An ordinance authorizing the execution of a rights-of-way use agreement between the City of Jersey City and New Cingular Wireless PCS, LLC to permit the installation of antennas and related communications equipment on existing utility poles and street light fixtures and if necessary to install new or replacement street light fixtures and utility poles within certain public rights-of-way for purposes of providing telecommunication services.

## RECORD OF COUNCIL VOTE ON INTRODUCTION

**MAY 22 2019 8-0**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

## RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING

**JUN 1 2 2019 9-0**

Councilperson Rivera moved, seconded by Councilperson Prinz-Arey to close P.H.

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

## SPEAKERS:

**DAN SICARDI**

## RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY

Councilperson \_\_\_\_\_ moved to amend\* Ordinance, seconded by Councilperson \_\_\_\_\_ & adopted

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

## RECORD OF FINAL COUNCIL VOTE

**JUN 1 2 2019 9-0**

COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

**MAY 22 2019**

Adopted on first reading of the Council of Jersey City, N.J. on \_\_\_\_\_

**JUN 1 2 2019**

Adopted on second and final reading after hearing on \_\_\_\_\_

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on **JUN 1 2 2019**

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr., Council President

Date

**JUN 1 2 2019**

APPROVED:

Steven M. Fulop, Mayor

Date

**JUN 13 2019**  
**JUN 13 2019**

Date to Mayor

City Clerk File No. Ord. 19-062

Agenda No. 3.10 1st Reading

Agenda No. 4.8 2nd Reading & Final Passage



## **ORDINANCE OF JERSEY CITY, N.J.**

**COUNCIL AS A WHOLE**

offered and moved adoption of the following ordinance:

**CITY ORDINANCE 19-062**

**TITLE: AN FRANCHISE ORDINANCE GRANTING PERMISSION TO 972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY OF SUMMIT AVENUE.**

**THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY DOSE ORDAIN:**

WHEREAS, Petitioner is the owner of real property in Jersey City known as 972-976 Summit Ave, Block 2801, Lots 5.01, and

WHEREAS, Petitioner has filed a petition with the Municipal Council of Jersey City, requesting a franchise as shown on a Survey prepared by Pronesti Surveying, Inc. (hereinafter referred to as Exhibit "A"), said Petition and Survey being on file with the Office of the City Clerk, requesting a franchise giving permission to use an area of approximately 118 feet in length and 4 feet in depth of the public right of way on Lincoln Street, and 105 feet in length and 3.2 feet in depth of the public right of way on Summit Ave, for the installation of planters, steps and stoops which shall encroach into the right of way, as depicted on Exhibit "A"; and

WHEREAS, the public interest will be served by this franchise as it will advance the public safety and welfare; and

WHEREAS, the use of the area in questions is consistent with the adjacent buildings, the Petitioner requests that this ordinance be adopted; and

WHEREAS, 972-976 Summit Ave Development, LLC, its successors and assigns, has made application to the Municipal Council of Jersey City by written Petition for the franchise herein referred to:

NOW, THEREFORE BE IT ORDAINED by the Municipal Council of the City of Jersey City that:



SECTION 1: Permission is hereby granted to 972-976 Summit Avenue Development, LLC, its successors and assigns to install planter, the steps and stoops as depicted on Exhibit "A" and in accordance with the approved Site Plan adopted by the Jersey City Zoning Board of Adjustment.

SECTION 2: This Ordinance shall remain in full force and effect for a period of twenty (20) years. In the event that the Municipal Council determines this Ordinance must be cancelled in whole or in part because of a public purpose, the City reserves the right to cancel this Ordinance or any part thereof by giving written notice to the Petitioner one year prior to the date of cancellation.

SECTION 3: Only with prior written consent and approval of the City Council of the City of Jersey City, which consent and approval shall not be unreasonably withheld, shall Petitioner have the right to assign or otherwise transfer its rights under this Franchise Ordinance.

SECTION 4: In accepting the privileges of this ordinance and the installation, maintenance and use hereby authorized, 972-976 Summit Ave Development, LLC, its successors and assigns, hereby agree to assume full, complete and undivided responsibility for any and all injury or damage to person or property by reason of said installations, maintenance and use and to indemnify and hold the City of Jersey City harmless from all injury or damage to persons or property by reason of such installation, maintenance and use for the term of this ordinance.

(A) 972-976 Summit Ave Development, LLC, its successors and assigns shall maintain in effect, during the term of this franchise, General Liability insurance naming the City of Jersey City, its officers and employees as Additional Insureds, covering the use and occupancy of the franchised portion of Summit Avenue and Lincoln Street. A Certificate of Insurance, in the amount of \$2,000,000.00, or in such amount and type as the City's Risk Manager may reasonably require from time to time, and in a form deemed acceptable by the City's Risk Manager, shall be delivered to the Risk Manager before use or occupancy of the premises subject to the Franchise Ordinance.

SECTION 5: All work herein authorized shall be done under the supervision of the proper department or departments of the City of Jersey City. Further, all work herein authorized shall comply with any State of New Jersey Uniform Construction Code requirements. After construction, there shall remain no damage to the area or interference with the free and safe flow of pedestrian traffic. The Petitioner, and its successors and assigns, shall maintain all improvements installed by it for the entire term of this franchise at no cost to the City.

SECTION 6: The costs and expenses incidental to the introduction, passage and publication of this Ordinance shall be paid by the Petitioner.

SECTION 7: The Ordinance shall not become effective unless an acceptance hereof in writing be filed by the Petitioner.

SECTION 8: In the event that the Petitioner shall not file with the City Clerk its acceptance, in writing, of the provisions of this Ordinance within thirty (30) days after receiving notice of its passage, this Ordinance shall become void and be of no effect.

SECTION 9: For the Franchise herein granted, the Petitioner shall pay annually to the City of Jersey City the sum of ONE DOLLAR (\$1.00), which payment shall be made in advance to the City Finance Director, at his/her office at City Hall, on the first day of January in each year after this Ordinance become effective and remains in force.

## SECTION 10: This Franchise Ordinance shall be subject to the following conditions:

- (a) An easement upon the portion of the Property subject to this Franchise Ordinance is herein reserved for the benefit of the City of Jersey City and all public utility companies for the purpose of operating, maintaining, inspecting, protecting, repairing, replacing or reconstructing any existing water, sewer or utility lines together with the right of ingress and egress at all times for such purposes and all other purposes in connection with any way relating to the City of Jersey City's or public utility companies' use or operation of water, sewer or utility lines.
- (b) The petitioner shall install the planter, steps and stoops in accordance with the approved Site Plan.
- (c) All inconsistent Ordinances and parts of Ordinances are hereby repealed.
- (d) This Ordinance shall be part of the Jersey City Code as though codified and fully set forth therein. The City Clerk shall have this Ordinance codified and incorporated in the official copies of the Jersey City Code.
- (e) This Ordinance shall take effect at the time and in the manner provided by law.
- (f) The City Clerk and Corporation Counsel are authorized and directed to change any chapter numbers, article numbers and section number in the event that the codification of this Ordinance reveals that there is a conflict between those numbers and the existing code, in order to avoid confusion and possible accidental repeal of the existing provisions.

APPROVED AS TO LEGAL FORM

  
\_\_\_\_\_  
Corporation Counsel

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business AdministratorCertification Required ☐Not Required ☐

**ORDINANCE FACT SHEET**

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the ordinance.

**Full Title of Ordinance/Resolution**

AN FRANCHISE ORDINANCE GRANTING PERMISSION TO 972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON

**Initiator**

Department/Division	Office of the City Clerk	
Name/Title	Robert Byrne	City Clerk
Phone/email	rbyrne@jcnj.org	201 547-5149

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

**Ordinance Purpose**

972-976 SUMMIT AVE DEVELOPMENT, LLC, ITS SUCCESSORS AND ASSIGNS TO CONSTRUCT AND INSTALL PLANTERS, STEPS AND STOOPS APPROXIMATELY 118 FEET IN LENGTH ON LINCOLN STREET AND 105 FEET IN LENGTH ON SUMMIT AVENUE AND 4 FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON LINCOLN STREET AND 3 AND 2 TENTHS FEET IN DEPTH ALONG THE PUBLIC RIGHT OF WAY ON SUMMIT AVENUE.

I certify that all the facts presented herein are accurate.

\_\_\_\_\_  
Signature of Department Director

\_\_\_\_\_  
Date

PETITION FOR FRANCHISE ORDINANCE

TO: THE HONORABLE MAYOR AND MUNICIPAL COUNCIL  
OF THE CITY OF JERSEY CITY, NEW JERSEY

Your petitioner, 972-976 SUMMIT AVE DEVELOPMENT, LLC, a Limited Liability Company of the State of New Jersey, its successors and assigns, having offices located at 46 Church Street, in the Township of Montclair, County of Essex and State of New Jersey, respectfully states that:

1. The Petitioner is the owner of real property in Jersey City, commonly known as 972-976 Summit Ave, Block 2801, Lot 5.01.
2. The Petitioner has constructed on the site a 23 – unit residential building.
3. The Petitioner has received approvals for site plan and any required variance and/or deviations from the Jersey City Zoning Board of Adjustment with conditions.
4. In order to meet one of the conditions of the zoning board approval, the Petitioner proposes to provide planters, steps and stoops on Summit Avenue & Lincoln Street right-of-way a maximum of 4 feet.
5. The proposed improvements to the public right-of-way requiring a franchise ordinance were recommended by the Jersey City Planning Division, and Zoning Board of Adjustment Board approval was conditioned on application for a franchise ordinance in order to construct the recommended improvements.

WHEREFORE, Petitioner respectfully prays for itself, its successors and assigns, permission by virtue of a franchise ordinance to be adopted by the City Council of the City of Jersey City, to construct and/or install the requested planer, fencing, steps and stoops in accord with the approved revised Site Plan.

28 LIBERTY MANOR DEVELOPMENT, LLC

By: \_\_\_\_\_  
Paul R. Debellis, Sr., Managing Member

By: \_\_\_\_\_  
Robert Richardi, Managing Member

# Ordinance of the City of Jersey City, N.J.



ORDINANCE NO. Ord. 19-062

TITLE: 3.10 MAY 22 2019 4.8 JUN 12 2019

An Franchise Ordinance granting permission to 972-976 Summit Ave. Development, LLC, its successors and assigns to construct and install planters, steps and stoops approximately 118 feet in length on Lincoln Street and 105 feet in length on Summit Avenue and 4 feet in depth along the public right of way on Lincoln Street and 3 and 2 tenths feet in depth along the public right of way on Summit Avenue

RECORD OF COUNCIL VOTE ON INTRODUCTION MAY 22 2019 8-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	ABSENT		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

RECORD OF COUNCIL VOTE TO CLOSE PUBLIC HEARING JUN 12 2019 9-0											
Councilperson <u>Rivera</u> moved, seconded by Councilperson <u>Byrne</u> to close P.H.											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

SPEAKERS:

RECORD OF COUNCIL VOTE ON AMENDMENTS, IF ANY											
Councilperson moved to amend* Ordinance, seconded by Councilperson & adopted											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY				YUN				RIVERA			
PRINZ-AREY				SOLOMON				WATTERMANN			
BOGGIANO				ROBINSON				LAVARRO, PRES.			

RECORD OF FINAL COUNCIL VOTE JUN 12 2019 9-0											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
RIDLEY	✓			YUN	✓			RIVERA	✓		
PRINZ-AREY	✓			SOLOMON	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.--Not Voting (Abstain)

Adopted on first reading of the Council of Jersey City, N.J. on MAY 22 2019

Adopted on second and final reading after hearing on JUN 12 2019

This is to certify that the foregoing Ordinance was adopted by the Municipal Council at its meeting on JUN 12 2019

Robert Byrne  
Robert Byrne, City Clerk

\*Amendment(s):

APPROVED:

Rolando R. Lavarro, Jr.  
Rolando R. Lavarro, Jr., Council President

Date

JUN 12 2019

APPROVED:

Steven M. Fulop  
Steven M. Fulop, Mayor

Date

JUN 13 2019

Date to Mayor

JUN 13 2019